

D/DRC Case

1637 Main Street

City Center/Design Development District

TMS: 09014-10-08

**DESIGN/DEVELOPMENT REVIEW COMMISSION
DESIGN REVIEW DISTRICT
CONSENT AGENDA
EVALUATION SHEET
Case # 5**

ADDRESS: 1637 Main Street

APPLICANT: Robert Lewis, Managing Member

TAX MAP REFERENCE: TMS#09014-10-07

USE OF PROPERTY: Commercial

REVIEW DISTRICT: Bailey Bill Project

NATURE OF REQUEST: Request Preliminary Certification for the Bailey Bill

FINDINGS/COMMENTS:

This is c.1867 building that is listed as contributing to a district on the National Register of Historic Places. Buildings listed on the NRHP are potentially eligible for the Bailey Bill. It appears to have originally been constructed around 1867 as a one-story grocery during reconstruction of Main Street after the fire of 1865.

Prolific local architect J.B. Urquhart designed a new façade for the building in 1937. A new storefront on the first floor was almost completely glass, in order to display fine women's wear for the Cabaniss company, who stayed in the building until the 1950s. A false second story, only about ten feet deep but complete with windows on the façade, was added at the same time. Minimal detailing in the cast stone exterior included pilasters, elliptical window sills projecting out from the wall, applied ornaments above the windows and a fluted, simplified cornice. All of these details remain intact and the 1937 upper story steel windows are still in place. This building retains a high degree of integrity in appearance from its 1930s makeover, and has retained its most ornamental components. The storefront retains its shape, with a recessed door in the left bay, but the glass, framing and door have all been replaced.

The proposal is to restore much of the upper façade and make some repairs, including replacing one piece of storefront glass, restoring the steel windows, cleaning off old paint, and other maintenance items.

PERTINENT SECTIONS FROM CITY ORDINANCE

Sec. 17-698. - Eligible rehabilitation.

(a) Standards for rehabilitation work. To be eligible for the special tax assessment, historic rehabilitations must be appropriate for the historic building and the historic district in which it is located. This is achieved through adherence to the following standards:

(1) The historic character of a property shall be retained and preserved; the removal of historic materials or alterations of features and spaces that characterize each property shall be avoided.

The upper floor will retain what currently exists. No historic materials will be removed.

(2) Each property shall be recognized as a physical record of its time, place and use; changes that create a false sense of historical development shall not be undertaken.

Not applicable.

(3) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

The 1937 façade has acquired its own historic significance and will be retained and preserved. This was part of an upswing in commercial building “makeovers” during the later 1930s as Main Street recovered from the Depression and sought ways to entice customers with modernized stores.

(4) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property should be preserved.

The building will be preserved as is with some repairs to the 1930s materials.

(5) Deteriorated historic features shall be repaired rather than replaced; where the severity of deterioration requires replacement of a distinctive feature, the new should match the old in design, color, texture, and other visual qualities and, where possible, materials; replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

The only feature being replaced is one piece of glass in the storefront, it will be replaced in kind. The applicant supplied information suggesting that they were considering replacing the entire storefront and there is information regarding that in the packet supplied by the applicant (attached). That should be disregarded as the applicant has recently indicated that only small repairs will be done to the storefront instead of wholesale replacement.

If the applicant decides at a future point to replace the storefront then it will have to go back to the original configuration in order to comply with this ordinance.

(6) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used; the surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

The façade is going to have the paint removed using a few methods, including a low p.s.i. pressure wash and then a chemical removal for any stubborn paint using a professional product designed for use on historic masonry. These methods should be gentle enough on the cast stone (concrete) façade.

(7) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property; the new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the historic property and its environment.

No alterations are proposed.

(8) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

No new additions are proposed at this time.

Section 17-698(b) Work to be reviewed. The following work will be reviewed according to the standards set forth above:

- (1) Repairs to the exterior of the designated building.*
- (2) Alterations to the exterior of the designated building.*
- (3) New construction on the property on which the building is located.*
- (4) Alterations to interior primary public spaces.*
- (5) Any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation.*

The above items are the parameters for review for projects that receive the Bailey Bill. If any future work is proposed beyond the scope of what is presented here then it will be reviewed.

STAFF RECOMMENDATIONS:

Staff finds that the project generally complies with Sec. 17-691(c) of the City Ordinance and recommends preliminary certification for the Bailey Bill with the following conditions:

- the project meeting or exceeding the 20% investment threshold requirements for qualified rehabilitation expenses
- All work meeting the standards for work as outlined in Section 17-698 of the City Ordinance
- All details deferring to staff

Staff recommends a Certificate of Design Approval for the project as proposed based on its conformance with Sec. 17-698 of the City Ordinance, with all details deferred to staff.



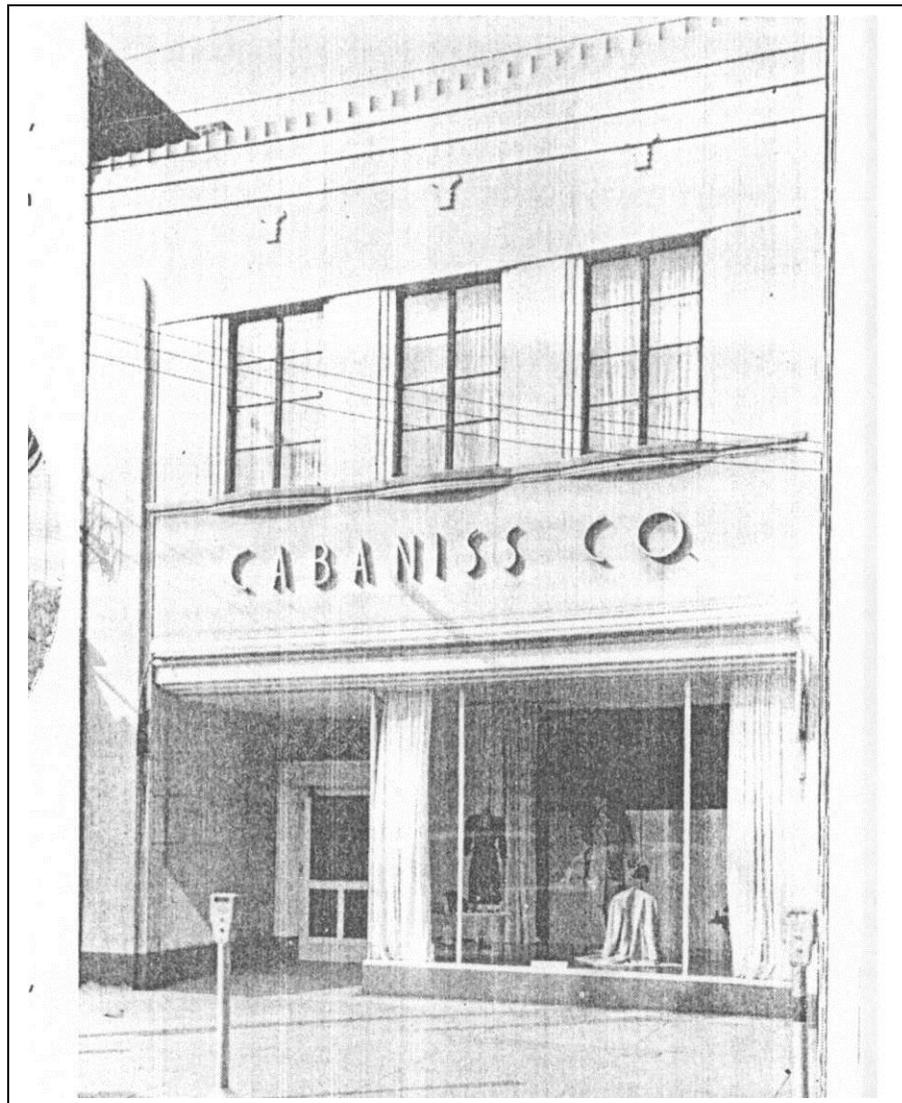
Piece of storefront glass to be replaced





Left: 2011 image

Below: c.1945 image from *The State Magazine*, Richland Library



Items Submitted by Applicant

CITY OF COLUMBIA
 PLANNING DEPARTMENT
REHABILITATED HISTORIC PROPERTY APPLICATION
PART A - CONTINUED

5. DESCRIPTION OF PROPOSED WORK

Use the spaces below to describe the proposed work. Architectural features would include items such as: roof; exterior brick or siding; windows; doors; site/landscape features; entrance hall; main stair; parlors; fireplaces/mantles; floors/walls/ceilings; mechanical/ electrical/plumbing; etc. If an application has been submitted for the federal Investment Tax Credits, you may use a copy of the description of the proposed work from the federal form for this section, but your submittal must still include the information in sections 1 through 4.

<p>Architectural feature: 1--Second Floor Metal casement windows _____ Approximate date of feature <u>1937</u> _____ Describe feature and its condition: These windows are in good condition</p> <p>See attached exhibits 1-6.</p> <p>Photograph No. _____ Drawing No. _____</p>	<p>Describe work and impact on feature</p> <p>The second floor metal casement windows will be rehabilitated to their original appearance</p>
<p>Architectural feature: 2--First floor storefront windows _____ Approximate date of feature <u>1937</u> _____ Describe feature and its condition: These windows are in poor condition</p> <p>See attached exhibits 1-6.</p> <p>Photograph No. _____ Drawing No. _____</p>	<p>Describe work and impact on feature</p> <p>The owner plans to replace selected storefront glass(ex. 5) or in the alternative, if selective replacement of the storefront glass is not workable, replace the entire first floor storefront glass and aluminum framing(ex. 5).</p>
<p>Architectural feature: 3--Roof _____ Approximate date of feature _____ unknown Describe feature and its condition: poor</p> <p>See exhibits 1-6.</p> <p>Photograph No. _____ Drawing No. _____</p>	<p>Describe work and impact on feature</p> <p>Roof will be replaced</p>
<p>Architectural feature: 4-Exterior Storefront Stucco Finish _____ Approximate date of feature <u>1937</u> _____</p>	<p>Describe work and impact on feature</p> <p>Clean and remove chipping and peeling paint from</p>

<p>Describe feature and its condition: Poor</p> <p>See exhibits 1-6</p> <p>Photograph No. _____ Drawing No. _____</p>	<p>exterior façade using non-abrasive measures so as not to damage the historic stucco. Repaint</p>
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<p>Architectural feature:5-- Interior plaster, paint and flooring _____</p> <p>Approximate date of feature __Unknown</p> <p>_____</p> <p>Describe feature and its condition: Poor</p> <p>See exhibits 1-6.</p> <p>Photograph No. _____ Drawing No. _____</p>	<p>Describe work and impact on feature</p> <p>Clean and remove chipping and peeling paint and damaged plaster in the front public area of the building. Re-plaster damaged areas or replace with gypsum wallboard. Repaint. Replace flooring with tile or VCT. Replace ceiling tile in select areas.</p>
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1637 MAIN STREET

EXHIBIT LIST

1. Construction budget.
2. Blackstone Construction bid and subcontractor bids.
3. Historic photographs.
4. Storefront glass detail.
5. Storefront glass photograph with replacement glass sections noted.
6. Richland County property tax assessment.

SpeakWrite
www.speakwrite.com
Job Number: 16011-001
Custom Filename: Main Street Trio LLC---Bailey Bill Exhibits
Date: 01/11/2016
Billed Words: 100

1635 Main

Comments

Work	Quote	GC Markup	Total	Comments
Remove Stucco front of building	\$ 5,000	\$ 1,000	\$ 6,000	
Repair plaster, smooth and paint	\$ 10,000	\$ 2,000	\$ 12,000	
Supply and install new 70x30 back door solid wood	\$ 3,800	\$ 760	\$ 4,560	
Remove and replace roof	\$ 25,195	\$ 5,039	\$ 30,234	
Fabricate and install the back stairs	\$ 13,500	\$ 2,700	\$ 16,200	
Reseal parking lot	\$ 2,310	\$ 462	\$ 2,772	
Remove posts in parking lot	\$ 480	\$ 96	\$ 576	
Total-1635		\$ -	\$ 72,342	

1637

Comments

Work	Quote	GC Markup	Total	Comments
Remove replace roof	\$ 30,850	\$ 6,170	\$ 37,020	OPTIONAL - PARTNERS TO REVIEW
Remove and replace storefront	\$ 9,235	\$ 1,847	\$ 11,082	
Clean, remove loose paint on front of building, rework windows on upper level	\$ 11,360	\$ 2,272	\$ 13,632	
Interior Paint, tile, mold, etc.	\$ 1,000	\$ 200	\$ 1,200	
Total-1637		\$ -	\$ 62,934	
Grand Total			\$ 135,276	

LLC

Don Blackstone Construction,

Hyman Lane

1079

29016

Blythewood, SC

PROPOSAL

CLM Properties

Main Street Trio

1637 Main Street Columbia, SC

12/16/2015

The following are budget numbers:

Remove and replace the roof \$30,850.

Remove and replace store front \$9,500 per Palmetto glass does not include front door.

Clean and mechanically remove loose paint on front of building, rework windows on upper level and paint with system designed by Sherwin Williams \$11,360.

Reseal parking lot \$2,310.

Remove post in parking lot and fill holes with concrete \$480.

All numbers are cost, add 20% for contractor.

Any question feel free to call me, don at 586-1700.

Thank you for the opportunity to work with you on this project,

Don Blackstone

Robert Lewis

From: Martha Fowler <mfowler36@sc.rr.com>
Sent: Sunday, January 03, 2016 8:56 PM
To: Don Blackstone
Cc: Robert Lewis; Jeff Prioreshi
Subject: Re: 1637 Main - Interior Work

Thank you Don!

This will give Robert some numbers to work with while negotiating the lease. Just what we needed!
Thank you!

We are meeting with the 1635 potential tenant at 10:30 in the morning followed by a partners meeting.

I hope we can get answer about the roof timeline. Is there anything else you need to know tomorrow?

Thank you!
M

Sent from my iPhone

> On Jan 3, 2016, at 8:44 PM, Don Blackstone <donblackstoneconstruction@gmail.com> wrote:

>

> interior budget numbers : replace floor tile over existing subfloor \$1875,

> remove and replace ceiling tile 1562.50

> paint walls 950

> mold in changing room? \$1000 +/-

>

> I am not sure what we are going to find when we remove the carpet.

>

> this should help you. thanks Don

TOTAL Interior = \$5387.50

Carolina Commercial Property Maintenance, LLC

CarolinaPropertyMaintenance.com

Sealcoating Proposal

November 30, 2015



PROJECT DETAILS

Customer: Don Blackstone Construction	Property:
Billing Add.: 1079 Hyman Land	Address: 1631-1635 Main Street
City/St./Zip: Blythewood SC	City/St./Zip: Columbia, SC

SERVICE / SCOPE OF WORK

COST

REQUEST FOR PROPOSAL

CUSTOMER RFP: Per Don Blackstone, customer requests proposal to patch one (1) pothole in parking area shown in attached conditions photos, followed by sealcoating and striping of parking area. Repairs to damaged concrete sidewalk at rear of property are not included.

POTHOLE REPAIR

Patch one (1) pothole at site. Saw-cut perimeter of damaged asphalt to create a uniform patch area. Excavate damaged material and other loose aggregate. Compact subbase / subgrade as necessary to support patch. Tack edge surfaces. Install cold patch asphalt repair product, compacted flush with existing grade.

SEALCOAT PARKING AREA

Clean all parking areas by mechanically forced air or by hand brooming to remove sand, silt, gravel, and other debris from the parking surface to ensure proper adhesion of sealcoat product. Apply two (2) coats of GemSeal® FedSpec premium refined tar emulsion pavement sealer (or equivalent product) in accordance with manufacturer specifications utilizing low-pressure spray equipment to the sealcoat area shown above. Sealcoat area is approximately 9,425 square feet.

Note to Customer: Asphalt sealer is an asphalt maintenance product that enhances the appearance of driveways and parking areas and extends the usability of the surface when applied correctly to a sound pavement structure. Asphalt sealer is not a patching or repair product. Customers desiring surface repairs and patches, crack-filling, or overlays should request these services in addition to sealcoating. Customer is ultimately responsible for the final scope of work.

STRIPE PARKING AREA

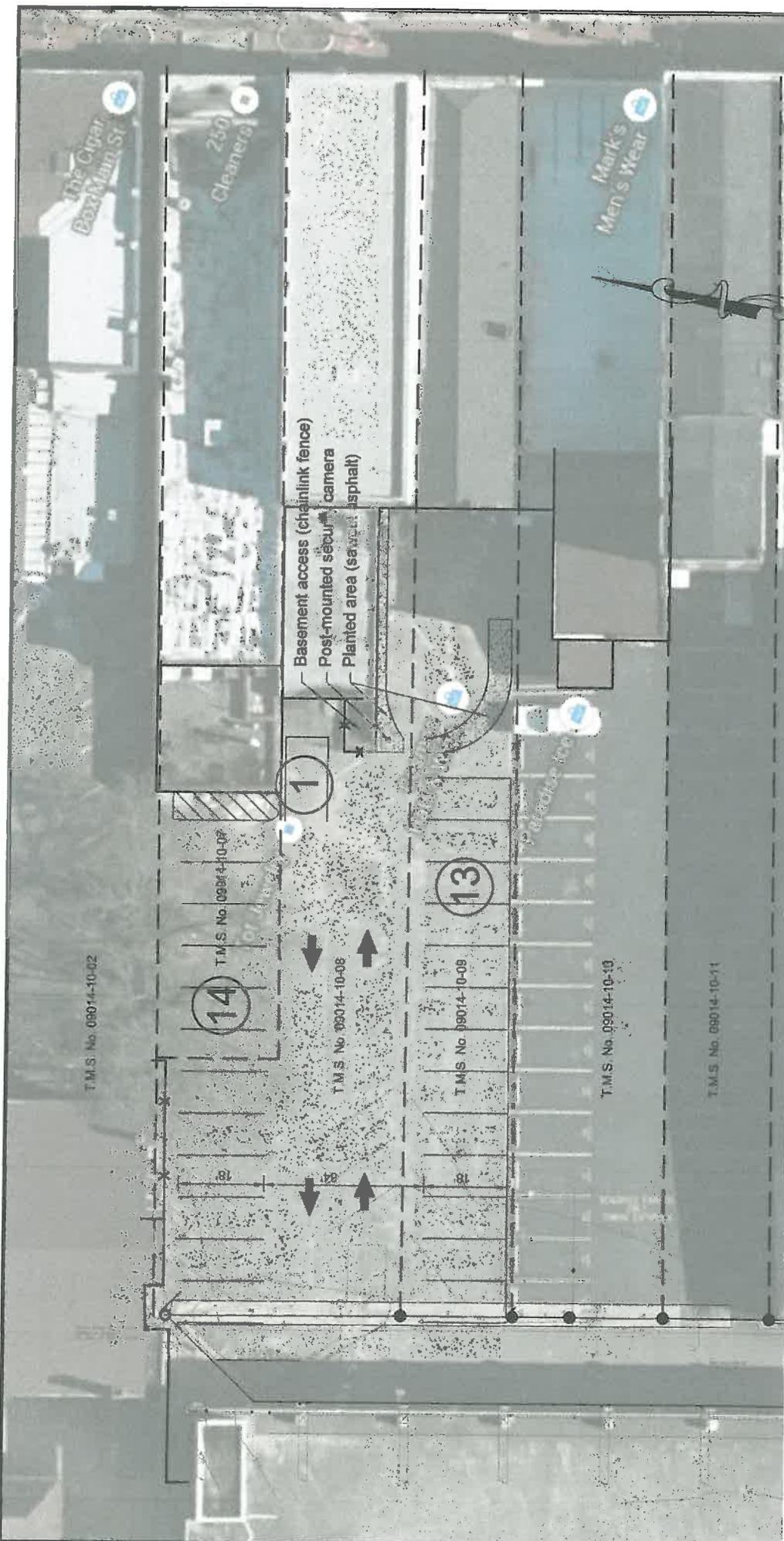
Paint all parking lot vehicle and pedestrian traffic features described herein with one (1) coat of Sherwin Williams SETFAST traffic marking paint in accordance with manufacture specifications to match the existing layout, style and coloring.

TERMS

Thank you for the opportunity to serve you! This proposal defines the work to be performed by Carolina Commercial Property Maintenance, LLC on behalf of the above named Customer in consideration of the payment and other terms specified herein. This proposal is price-firm for 15 days following the date hereof. Project scheduling subject to coordination with Customer and weather conditions, if applicable. Proposals which exceed \$5,000 may be subject to a 30% deposit for materials. Payment is due in full within 10 days of completion of all work and submission of final invoice. Balances which are more than 30 days past-due are subject to interest at a rate of 1.5% per month. Customer approval and signature of this proposal is required prior to commencing any work. Changes to the scope of work described above require written change order signed by both parties. Please indicate acceptance of this proposal by signing below and returning a copy to CPM. Acceptance and signature of this proposal shall indicate Customer's intent to be legally bound to the terms contained herein.

Accepted By: _____
 Print Name: _____
 Date: _____

Subtotal	
Sales Tax	
GRAND TOTAL	\$2,310



T.M.S. No. 09014-10-02

14
T.M.S. No. 09014-10-07

T.M.S. No. 09014-10-08

13
T.M.S. No. 09014-10-09

T.M.S. No. 09014-10-10

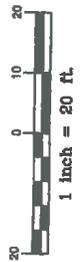
T.M.S. No. 09014-10-11

The Cigar
Box Main St

250
Cleaners

Mark's
Men's Wear

Basement access (chainlink fence)
Post-mounted security camera
Planted area (sawdust asphalt)



CHAO
CONSULTING ENGINEERS
& LAND SURVEYORS



Commercial Roofing Associates, Inc.

December 7, 2015

Mr. Don Blackstone
Don Blackstone Construction

Single-Ply Re-Roofing proposal for:
1635 and 1637 MAIN STREET
COLUMBIA, SOUTH CAROLINA

Please accept this proposal as a solution to the specified roofing assembly for the above referenced project. This system will consist of a **60 mil reinforced (white) TPO mechanically attached** membrane over **one layer of 1.5" thick polyisocyanurate insulation** over the structurally sloped roof deck.

The new membrane will be adhered to the insulation that will be either mechanically attached to the roof deck with mechanical fasteners or fully adhered to the top layer of original roofing with a low rise adhesive to comply with the manufacturer's recommendations in accordance with local wind uplift requirements.

We will receive materials directly to the job site work area, provided by you, for staging. We will provide barrier lines at loading and storage zones as safety precautions. We also intend to man the job with sufficient labor to complete the installation in a timely manner according to schedule. Due to scheduling and coordination of other trades, precautionary measures must be taken to protect the finished roof surface once installed.

We propose to furnish the following:

- Remove and dispose of the top layer of the existing roof system(s)
- Remove and dispose of terracotta coping(s)
- Provide and install new **60 mil reinforced TPO membrane for roof and walls**
- Provide and install new **1.5" polyisocyanurate insulation**
- Provide and install new **pressure treated wood nailers for metal trim fastening at building perimeters**
- provide and install 24 gage **standard color kynar** coated copings and metal trims
- clean up of work area and dispose of single-ply roofing generated debris
- provide owner with manufacturer's **10 year warranty**

1635 FOR THE SUM OF: \$25,195.00

1637 FOR THE SUM OF: \$30,850.00

Exclusions:

- **Roof deck repairs**
- roof ladder/ hatch
- **sidewalk canopies**
- **clear sealer on brick walls**

Adds / Deductions:

- to go to a **15 year warranty**, add: \$750.00
- to provide and install new PVC drains, add: \$350.00/each
(drains will include 4' of 4" pvc pipe)

We look forward to doing a great job for you.

Keith Gilstrap

212 McLean Road, Blythewood, SC 29016 Phone 803-754-9400 Fax 803-754-9402
(Home Office) 447 Atando Avenue, Charlotte, NC 28206 Phone 704-334-1150 Fax 704-334-8811



January 10, 2016

Mr. Robert Lewis
1330 Lady Street
Columbia, SC 29201

Re: Invoice for 1633-1635 Main Exterior Renovations

Meetings on site and meeting with the City inspector.
ACI provided drawings of the stair location on the site.
Also stair details for the rear access. Window details
for both buildings.

Total contract amount - \$4000.00 for Architectural
\$1500.00 for Structural

Amount Due This Invoice - \$1800.00

Thank you,

A handwritten signature in cursive script, appearing to read 'Charlie Baker', is written over a horizontal line.

Charlie Baker, Architect
Architectural Concepts
PO Box 212124
Columbia, SC 29221
803-403-6005
acicdb@yahoo.com



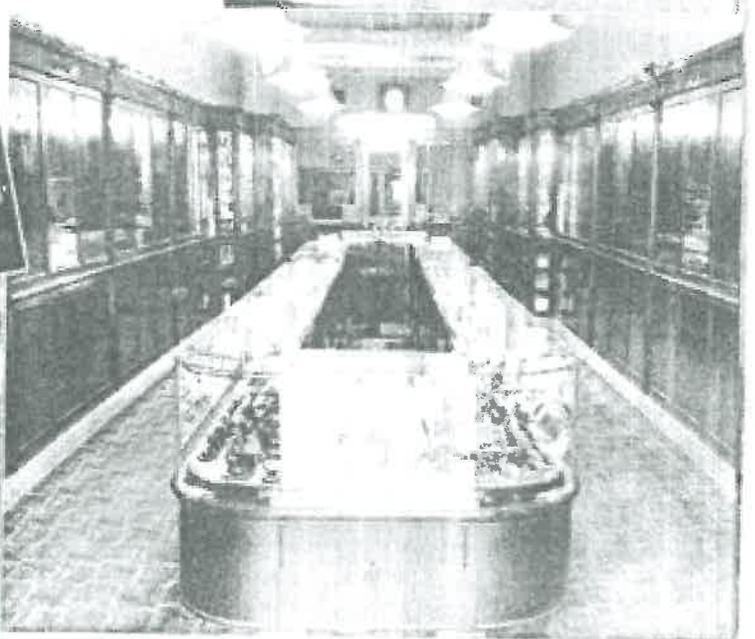
* Part of the large first floor of Yarnall Center, 1002 Main Street

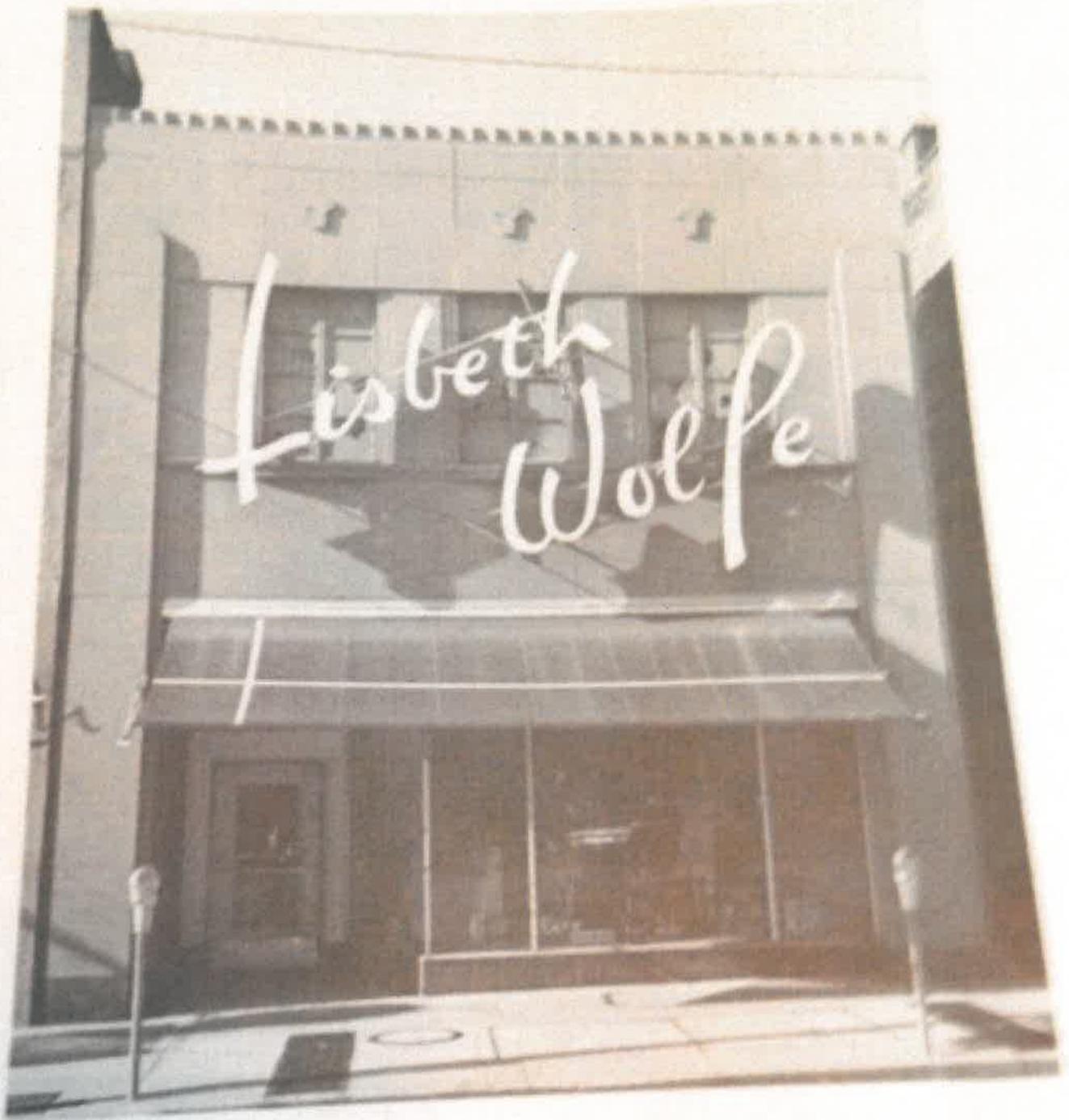
- Gresham Hotel, 432 Main Street
interior view of lobby
- Cabaniss Company, 1637 Main Street



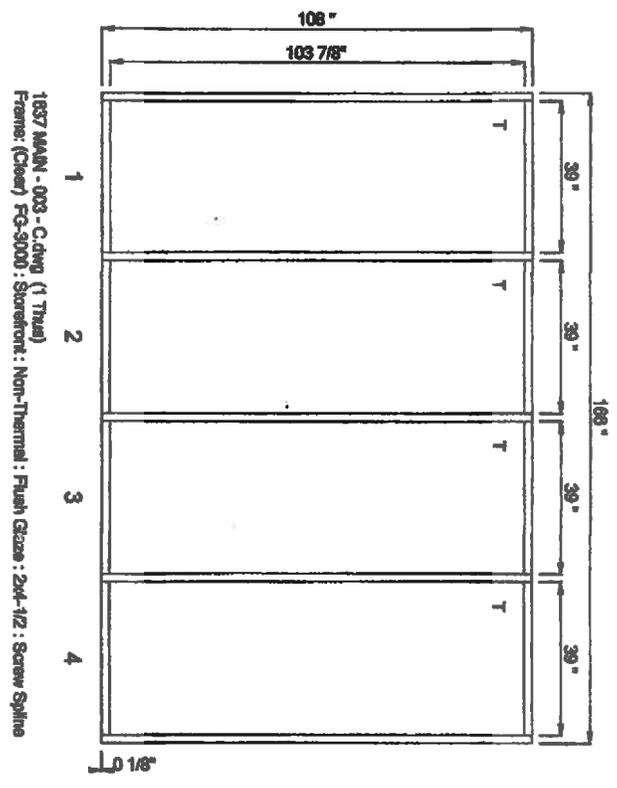
Reynolds Jewelry Store,
1610 Main Street

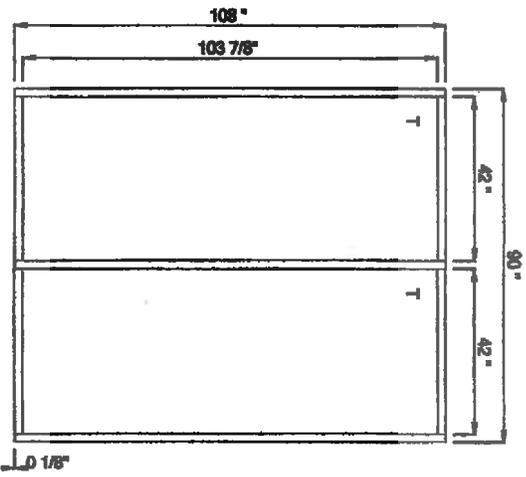
▼ Mayo's (GPO), 1425 Main Street, and interior view





20-6-7





1637 MAIN - 002 - B.dwg (1 Truss)
 Frame: (Clear) FG-3000 : Sinterfort : Non-Thermal
 : Flush Glaze : 2x4-1/2 : Screw Spine



Bid Proposal

Branch Address: 747 Meeting Street, West Columbia, SC 29169
 Branch Phone No.: 803.798.8787 Date: 12/23/15
 Branch Fax No.: 803.794.8104

Project Name: 1637 Main Street Proposed To: Martha Fowler
 Location: Columbia, SC

Attention: Martha Fowler
 Phone: Fax:

Architect: None
 Plan Date: None Addendums Noted: None
 Description of Scope of Work: Sales Tax: Included

Binswanger Glass proposes the following:

Remove and dispose of existing storefront. Furnish and install new storefront - elevations per sketches attached. Framing to be 2" X 4-1/2" thermal break center set flush glaze, clear anodized finish, with 1" clear insulated glass (tempered only where required by code). Door to be narrow stile with manufacturer's standard hardware of offset pivots, surface mount closer, MS lock, tubular push / pull handles, bottom rail sweep and glazed with 1" clear tempered insulated glass.

Price includes break metal at corner conditions of storefront.

PERFORMANCE AND PAYMENT BONDS (IF REQUIRED ADD 1.5% TO THE BID AMOUNT)

"Note: Performance bonds and Labor and Material (Payment) bonds are provided for the construction period only and will include a twelve (12) month warranty period. Regardless of the warranty or maintenance provided by the Principal in the contract, the Surety shall have no liability under the bond for warranty, defective work or defective material claims arising more than one year after project acceptance, as stated in the Defect Bond which will be provided along with the Performance and Payment (Statutory) bonds. Bonds are to be written on Westchester Fire Insurance Company standard forms, or Performance, Statutory and Defect bonds are dependent upon Surety's acceptance of contract terms."

TOTAL AMOUNT OF BID

\$9,235.00

Exclusions / Clarifications:

1. No Permits, Fees, Testing Procedures, or Inspection Costs are included.
2. No Payment or Performance Bonds, OCIP / CCIP Participation, Davis-Bacon Wage Participation, or Liquidated Damages are included.
3. No Shop Drawings, Engineering Calculations, Engineer's Stamp, NFRC Labels, NFRC Certificates, or Thermal Calculations are included.
4. No Demolition, Cutting, Patching or Erection of any Concrete, Masonry, Steel or Wood is included. Backing is to be provided by others.
5. Breakage or Damage to Materials is not covered unless caused by BINSWANGER Glass. Protection of our installed work is excluded.
6. Cleaning or Protection of Glass, Aluminum or Adjacent Materials is excluded.
7. Bid Proposal is based upon NON-UNION Labor and based upon normal working hours.
8. Terms of this Proposal are included as note below (page 2 of this Proposal).
9. Bid Proposal is based upon NORMAL Working Hours - Monday thru Friday 8am to 5 pm.
10. There are NO Mirrors Included in this Bid Proposal.

Accepted By: _____

Date: _____

Proposed By:
BINSWANGER GLASS

This Bid Proposal is subject to change if not accepted within 45 days.

EXCLUSIONS:

- | | | |
|---|---------------------------------|---|
| 1. Wood Blocking | 3. Glass for Mill Work | 5. Liquidated damages and/or other penalties |
| 2. Demolition (Unless stated otherwise) | 4. Final cleaning or protection | 6. Provisions for OCIP or CCIP insurance programs |

CLARIFICATIONS AND QUALIFICATIONS:

1. Our proposal is based upon generally accepted glazing standards and/or applicable building codes. Some variation in architectural intent may occur so to meet such criteria.
2. This proposal and offer are contingent upon the signing of a mutually agreed upon contractual instrument.
3. All applicable material warranties will be passed through from the manufacturer without modification by Binswanger Glass.
4. Workmanship warranty will be executed on a standard Binswanger form only. Unless stated otherwise, our standard one (1) year warranty is included as a part of this proposal.
5. Building structure, or any component which our system (e) attach to, must be capable of caring all loads imposed by our system (s).
6. All schedules must be mutually agreed upon by Binswanger Glass and the customer.
7. All factory and field labor will be performed during normal business hours.
8. It is assumed that electricity will be provided at no additional charge to Binswanger Glass.
9. All sealants to be standard in color.
10. We do not include a cost provision within our proposal for glass broken or damaged by other trades. Any glass breakage caused by Binswanger Glass will be replaced at no additional charge.

 Binswanger's Initials

 Buyer's Initials

1. Acceptance of the Proposal by the Buyer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Accepting Binswanger Glass to commence work in preparation for the work and constitute acceptance by Buyer of this Proposal and all its terms and conditions. Customer hereby accepts all terms and conditions for manufacture, acceptance and subject to change if not accepted within the time stipulated herein, or if not accepted within 30 days from date thereof.
2. Binswanger Glass shall be paid monthly progress payments on or before the 10th of each month for the value of work completed plus the amount of materials and equipment suitably stored without retention applied to the contract and less the amount of previous payments to Binswanger Glass. Final payment shall be due 30 days after the work described in this Proposal is substantially completed. Rates of materials only and payable in cash on delivery of goods.
3. No back charges or claim of the Buyer for any work shall be valid or valid by the agreement in writing by Binswanger Glass failing work or if needed.
4. All work not paid when due shall bear interest at the rate of 1% per month from due date until paid or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.
5. If the Buyer fails to make payment to Binswanger Glass as herein provided, then Binswanger Glass may stop work without prejudice to any other remedy it may have.
6. Buyer to provide all work areas so as to be acceptable for Binswanger Glass work under the contract. Binswanger Glass will not be called upon to stop work until sufficient areas are ready to receive continued work with no interruption.
7. After acceptance of the Proposal as provided, Binswanger Glass shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Binswanger Glass shall not be responsible for delays and defaults where caused or any reasons of any kind and so long beyond its control, including but not limited to strikes caused by the owner, general contractor, architect or engineer, arrival of materials or economic difficulties resulting therefrom, shortages, shortage of labor, raw materials, production facilities or transportation, labor difficulties, and shortages of any kind, strikes of civil or military authorities, strikes, pickets and lockouts, fire, floods and accidents and other Acts of God.
8. All materials furnished and handled by Binswanger Glass, or furnished only are guaranteed against defects in workmanship for a period of one year as defined in our United Warranty Form JGD-100-70, available upon request. This WARRANTY IS THE ONLY OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Binswanger will not be responsible for cracks, scratches or consequential damages. Binswanger Glass shall not be responsible for broken or damaged glass, metal or other materials (except that directly caused by our own employees). Any repair work necessitated by natural damage will be considered an order for extra work and must be requested in writing. No protection or covering of glass, metal or other materials is included. Our responsibility for damage or loss in transit ceases upon delivery in good condition in a public carrier.
9. Work ordered for finish is to be performed using Binswanger Glass top tier working values. Overtime rates will be charged for all work performed outside such hours as listed cost.
10. All materials shall be furnished in accordance with the respective industry tolerances of color variation, thickness, size, finish, texture and performance standards.
11. Notwithstanding any provision contained in this Proposal or the contract documents between Owner and Contractor, Binswanger Glass may file a lien or claim on its behalf in the event that any payment to Binswanger Glass is not made as and when provided for by the agreement.
12. The subcontract form used between Binswanger Glass and the Buyer will be the current AIA Standard Form Subcontract Document A491. Where there is a conflict between the provisions of either the AIA Subcontract Form, or the contract documents between Owner and Contractor, and the Proposal, then the Proposal shall govern.
13. The Buyer will furnish acceptable access to building site, all temporary site facilities including suitable covered storage and housing as is cost to Binswanger Glass.
14. The Buyer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be actually incurred in this Proposal and no liquidated damages may be assessed against Binswanger Glass for delays or omissions attributable to other contractors or others outside the scope of this Proposal.
15. Buyer shall purchase and maintain Builders Risk Insurance upon the full value of the work, and/or materials to be accepted, which shall include the interest of Binswanger Glass. Upon acceptance of our Proposal you will be provided evidence of insurance. A copy does not cover the insurance interests of our attached coverage, the interested party of the insurance will be added by our insured party. Our standard coverage is \$100,000 each person and \$100,000 each occurrence for bodily injury liability, and \$100,000 property damage liability.
16. This proposal provides completely, our entire understanding and no modification shall be valid, unless written, signed, or indorsed to this proposal, and signed or initialed by the parties hereto.
17. All site facilities including but not limited to equipment, structure, personnel, materials, services, utilities or supplies required or considered, in whole or in part, for performance of the general contract or for compliance with local, state, federal, or other regulatory body, health or safety rules, regulations, specifications, requirements other than the contract shall be performed under the agreement shall be furnished and supplied by the general contractor at its own risk and expense and in full compliance with all of such requirements, and the general contractor hereby agrees to indemnify and hold the subcontractor harmless from all such claims, damages, judgments or demands arising in any way by breach or failure of the general contractor to comply with this provision. The subcontractor agrees to provide all its own risk and expenses all such after-work items as are required or considered solely in connection with or result to be performed hereunder and hereby agrees to indemnify and hold the contractor harmless from all such claims, damages, judgments and demands in any way arising by reason of failure of the subcontractor to comply with this provision.

Manager signature _____

Date: _____

Customer Signature _____

Date: _____

2.50 CLEANERS



1637

**WASH
&
FOLD**
\$1.25/lb

All Work
Done
on the
Premises

